

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

COSCO CONTAINER LINES COMPANY  
LIMITED and COSCO CONTAINER  
LINES AMERICAS INC.,

Plaintiffs,

-against-

ARCHER DANIELS MIDLAND  
COMPANY,

Defendant.

12 Civ.

5954  
(KSH)

COMPLAINT

PLEASE TAKE NOTICE that Plaintiffs, COSCO CONTAINER LINES COMPANY LIMITED ("COSCO") and COSCO CONTAINER LINES AMERICAS INC. ("COSCO AMERICAS"), by their attorneys, MAHONEY & KEANE, LLP, as and for a Complaint against Defendant, ARCHER DANIELS MIDLAND COMPANY ("ADM"), allege, upon information and belief, as follows:

1. This is a case of admiralty and maritime jurisdiction within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. Jurisdiction is based upon 28 U.S.C. § 1333, as well as the Court's diversity, pendent, supplementary, and ancillary jurisdiction.

2. Plaintiff COSCO is a legal entity duly organized and existing pursuant to the laws of a foreign country, with offices and a place of business located at No. 378 Dong Da Ming Road, Shanghai, China 200080.

3. Plaintiff COSCO AMERICAS is a legal entity duly organized and existing pursuant to the laws of the United States, with offices and a place of business located at 100 Lighting Way, Secaucus, New Jersey.



4. Defendant, ADM, is a business entity organized and existing pursuant to the laws of the United States with offices and a place of business located at 4666 Fairies Parkway, Decatur, Illinois 62525.

5. The United States District Court for the District of New Jersey is the proper venue for this action, as Plaintiff COSCO AMERICAS resides or maintains a principal place of business in the District of New Jersey, and, as discussed more fully below, the subject Service Contract was executed on behalf of COSCO in the District of New Jersey, and some or all of the underlying per diem charges accrued on containers and/or chassis in the District of New Jersey.

6. Plaintiffs sue on their own behalf and as agents and trustees on behalf of any other party who may now have or hereinafter acquire an interest in this action.

AS AND FOR A FIRST CAUSE OF ACTION AGAINST ADM

7. Plaintiffs repeat and reiterate each and every allegation contained in paragraphs "1" through "8" as if specifically set forth herein at length.

8. On or about July 23, 2008 and at all times relevant herein, Plaintiff COSCO, as "Carrier," and Defendant, ADM, as "Merchant," through their responsible representatives entered into a Service Contract numbered CHS08056 for the carriage, storage, handling, care and/or maintenance of ADM's cargoes in consideration of payments by ADM to Plaintiffs for said services.

9. Plaintiffs duly performed all duties and obligations required to be performed by Plaintiffs in connection with Defendant's goods.



10. Defendant wrongfully, willfully, negligently and/or fraudulently breached the terms of the subject Service Contract, bills of lading, tariffs, and/or other related agreements by, inter alia, failing to pay per diem charges for freight, demurrage, and/or other associated costs, originally invoiced from June 4, 2008 through September 17, 2008.

11. As a result of Defendant's breach of the agreements, Plaintiffs have incurred, and will continue to incur, costs and expenses for which Defendant is liable under the terms of the Service Contract and at law.

12. Plaintiffs have placed Defendant on notice of their claim that Defendant has breached the subject agreements and violated Plaintiffs' rights under the law.

13. Despite Plaintiffs' repeated demands, Defendant has failed to pay the Plaintiffs' damages due and owing under the agreements and at law.

14. By reason of the foregoing, Plaintiffs have sustained damages in the amount of \$332,010.00, together with interest, costs, fees, and expenses.

AS AND FOR A SECOND CAUSE OF ACTION AGAINST ADM

15. Plaintiffs repeat and reiterate each and every allegation contained in paragraphs "1" through "14" as if specifically set forth herein at length.

16. Defendant has an account stated with the Plaintiffs.

17. By reason of the foregoing, Plaintiffs have sustained damages in the amount of \$332,010.00, together with interest, costs, fees, and expenses.



AS AND FOR A THIRD CAUSE OF ACTION AGAINST ADM

18. Plaintiffs repeat and reiterates each and every allegation contained in paragraphs "1" through "18" as if specifically set forth herein at length.

19. Plaintiffs are due from Defendant the quantum meruit of Plaintiff's services.

WHEREFORE, Plaintiffs pray:

(A). That judgment be entered in favor of Plaintiffs for an amount exceeding \$332,010.00, plus interest, fees, including attorneys' fees, costs, and disbursements;

(B). That Court process be issued against the Defendant; and

(C). That Plaintiffs be granted such other and further relief as the Court may deem just and proper.

Dated: New York, New York  
September 20, 2012

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